

**COMMONWEALTH OF VIRGINIA
REQUEST FOR PROPOSALS RFP NO. DOE 2006-05**

Issue Date: March 8, 2006

Title: Online Instruction Tutorial in support of the End-of-Course Geometry Standards of Learning assessment

Commodity Code: 92420 – Examination and Testing

Issuing Agency: Virginia Department of Education
Procurement Office
James Monroe Building, 21st Floor
101 North 14th Street
Richmond, Virginia 23219

Period of Contract: One Year From Date of Award

Sealed proposals will be received until 2:00 PM, April 4, 2006, for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED THEN DELIVER TO ATTENTION OF TIMOTHY W. MOORE, 101 NORTH 14TH STREET, MONROE BUILDING, 21ST FLOOR

All inquiries, questions, and requests for information should be directed via e-mail to: Timothy W. Moore, Associate Director of Procurement, at Timothy.Moore@doe.virginia.gov or by phone at 804-225-3375.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request For Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

BIDDER Information:

Name and Address of Firm:

_____	Date: _____

_____	By: _____
_____	<i>Signature in Ink</i>
FEI/FIN No. _____	Printed Name _____

DUNS # _____	Title _____

Telephone Number _____	Fax Number _____
e-Mail Address _____	

OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on Thursday March 23, 2006 at 2:00 PM at the Monroe Building, 101 North 14th Street, Richmond, Virginia in the Wilson Meeting Room on the 20th floor.

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Attachment A – SWAM Utilization Plan

Attachment B – Cost Proposal Proprietary/Confidential Information Summary Form

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Attached: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions and the Certification Regarding Lobbying.

I. PURPOSE:

The Virginia Department of Education (VDOE) is soliciting sealed proposals to establish a statewide online tutorial program to deliver an online remediation instruction tutorial (Tutorial) in support of the end-of-course Geometry Standards of Learning assessment. The VDOE seeks to provide students of Commonwealth public schools every opportunity to succeed academically. The Tutorial must effectively reinforce academic concepts students may not have mastered.

Successful remediation programs with sound standards-based instructional design can be delivered through a number of venues, particularly via the Internet. Online remediation programs must be accessible by all Commonwealth students.

II. BACKGROUND:

Virginia is a strong local control state with school divisions having the primary responsibility for public education. *The Constitution of Virginia* and the *Code of Virginia* establish this responsibility. School divisions are responsible for delivering instruction to students. Approximately 1.2 million students attend and over 88,000 teachers teach in public schools in the Commonwealth of Virginia. Virginia's school system is composed of 132 operational public school divisions with approximately 1,838 public schools. The Virginia Board of Education has established Standards of Accreditation, which provide guidance to schools for the operation of schools and delivery of programs. Virginia's *Standards for Accrediting Public Schools* (SOA) outline the requirements for student testing and graduation, as well as the requirements for the accreditation of schools in the Commonwealth of Virginia. Virginia SOA may be found at: <http://www.pen.k12.va.us/VDOE/Accountability/soa.html>.

Virginia's state assessment system consists of the Standards of Learning Assessment Program. The assessments are given in Mathematics, English (including writing in grades 5, 8 and 11), History/Social Science, and Science in grades 3, 5, and 8, and as end-of-course tests in 12 high school courses. Currently, 11 of the 12 (all except English: Writing) end-of-course tests are available online: Algebra I, Algebra II, Geometry, Earth Science, Biology, Chemistry, World History I, World History II, World Geography, VA/US History, and English: Reading, Literature, and Research. Student test results are returned to the department and to school divisions in electronic and paper formats.

The Commonwealth has provided approximately \$55 million per year to school divisions to develop a technological capacity to support instruction, remediation and assessment. Currently, both paper and online tests are available to students.

In June 2003 Governor Mark Warner announced *Project Graduation* as a pilot for four models of instruction (one of which was an online tutorial) to meet the needs of students who have passed the English 11 course but not the associated end-of-course assessments and were scheduled to graduate in 2004. As a result of the pilots, the Virginia Department of Education expanded the model statewide and now intends to include Geometry.

The following table outlines the current assessment program.

HIGH SCHOOL	PAPER	ONLINE
English: Reading, Literature, and Research	X	X
English: Writing	X	
Algebra I	X	X
Algebra II	X	X
Geometry	X	X
Earth Science	X	X
Biology	X	X
Chemistry	X	X
World History I	X	X
World History II	X	X
World Geography	X	X
VA/US History	X	X

Beginning with the students entering high school in 2003-2004 the graduation requirements, as established in the Regulations for Accrediting Public Schools in Virginia, include obtaining proficiency on a specified number of end-of-course tests, including an end-of course mathematics assessment. To assist students in obtaining the desired level of proficiency, the VDOE is soliciting sealed proposals to establish a statewide online tutorial program in Geometry.

III. STATEMENT OF NEEDS:

The Virginia Department of Education (VDOE) seeks a provider to deliver online remediation instruction in support of the end-of-course Geometry Standards of Learning assessment. The VDOE seeks to provide students of the Commonwealth public schools every opportunity to succeed academically. Remediation programs are proven to effectively reinforce academic concepts students may not have mastered.

Successful remediation programs with sound standards-based instructional design can be delivered through a number of venues, particularly via the Internet. Online remediation programs may be accessed by all students of the Commonwealth.

Beginning with the students entering high school in 2000-2001, the graduation requirements included obtaining proficiency on a specified number of end-of-course tests. The results of the Spring 2004 Geometry assessment indicated some additional instruction (Tutorials) was needed to assure that students attain a pass proficient score. To assist students in obtaining the desired level of proficiency, the VDOE wishes to establish a statewide online tutorial program.

Proposed solutions shall be available for delivery via the Internet to every Commonwealth of Virginia public secondary school and include ALL of the following specific criteria:

- Provide a hosted online remediation program that includes identified course content, management, data collection, program academic guidance and technical support
- Online lessons and resources addressing each Virginia Standard of Learning assessed on the end-of-course Geometry assessment
- An initial assessment based on the Standards of Learning Geometry Blueprint.
- From the initial assessment, each student will receive an individual evaluation scaled to each Standard of Learning Geometry Blueprint reporting category.
- A mechanism to individualize online lessons and resources, based on each student's individual evaluation, such that students receive remediation only in weak areas of study
- Provide unit pre and post assessment of student progress

- A final assessment based on the Standards of Learning Geometry Blueprint reporting categories to evaluate student progress
- VDOE and school division administrative access to the Tutorial system
- Provide Training of local school facilitators that is comprehensive and includes operating administrative functions and monitoring students
- Periodic evaluation of the Tutorial based on student progress to determine necessary programmatic adjustments
- Quality and comprehensiveness of program development and implementation plan for the Tutorial

SPECIFIC REQUIREMENTS:

Lessons

The goal of the lessons and resources presented in the Tutorial is to provide the additional instruction students need to attain proficiency on the Geometry end-of-course assessment. Each lesson presented in the online tutorial must be aligned to the Virginia Standards of Learning represented in the Geometry Blueprint for the end-of-course assessment. Every Standard of Learning listed in the Blueprint must be addressed. There must be a correlation between the reporting categories and the lesson(s) assigned to students as determined by the initial assessment. Instruction in the use of measurement and calculating tools for Geometry is encouraged.

Upon completion of the initial assessment, students must receive immediate feedback that indicates the lesson(s) that they must complete in the Tutorial. Students must be able to navigate easily from the feedback page to the lessons and resources identified for them. There should be feedback, in the form of pre- and post-testing, within each lesson that indicates to students how they are progressing in mastery of the content of the identified Standard(s) of Learning.

Since the needs of students identified by the initial assessment will be linked to particular skills in the Standards of Learning, there must be multiple lessons and resources available in the Tutorial to meet those needs. The content of all lessons and resources must be appropriate for the level of the students participating in the Tutorial. Presentations of lessons should not be completely text-based. Providing a variety of presentation formats assists in engaging and motivating students.

Offeror should provide evidence that Virginia teachers and curriculum specialists participated in Tutorial lesson development. Offeror should provide evidence that Virginia students are able to easily access and use online lessons.

Information on the Standards of Learning Geometry Blueprint is available on the VDOE Web site at: http://www.pen.k12.va.us/VDOE/Assessment/MathematicsBlueprints03/GEOMETRY_BP2003.pdf.

Access

The goal is to provide anytime and anywhere access to the Tutorial from any Internet-connected computer. The hosted application service provider must provide 99% uptime access. The user will have ease of access to the program and all of its functions without modifications to computers or network systems, regardless of platform - Windows, Macintosh, and local network configurations.

All users will gain access to the Tutorial via login and password. Offeror must work with each local school division client to develop a file of identified eligible student users, facilitator users, and administrative users. Offeror must create username/login id, and password for each user, and register all users in the system. All student, facilitator, and administrator data collected and stored in the program is to be regarded as confidential and afforded the highest level of security possible. Industry standards and current best practices in encryption technology must be used to ensure privacy and data security.

The Tutorial must have levels of access privileges for each category of user (learner, facilitator, and administrator). The level of privilege granted would determine which features of the program a user may access. The Tutorial must provide secure and limited access to current individual learner data - profiles and progress reports, and to archived data files of past learners.

The successful Offeror must be able to enroll and provide effective online access for a minimum of 10,000 learners and an unlimited number of facilitators and administrators, simultaneously from the beginning date of this contract. The Virginia Department of Education suggests a maximum student to facilitator ratio of 10:1 for effective implementation of an online tutorial program.

The user accesses the program from a homepage, which the Offeror customizes to meet Virginia Department of Education and local school client design needs.

A user-friendly desktop will allow the user to perform limited customization of the learning environment. The desktop will provide ready access to personal online tools and relevant library resources, which are also easily accessible from any point within the Tutorial. These online personal tools may consist of, but will not be limited to the following:

- Personal Program Goals - list of academic goals which the student has identified
- Personal Academic Pathways - an outline of the student's individual path in the program to achieve academic success and accomplish their identified goals for the program; the personal academic pathway will be generated by the program and based on analysis of the student's test results and academic gaps
- Personal Progress Reports - a file of the personal progress reports received by the student as he/she progresses through his/her personal pathway in the program
- Personal Journal - for note-taking during Tutorial sessions and recording personal thoughts and comments relating to one-on-one tutorial and discussion sessions with the facilitator,
- Intra-program e-mail system - for correspondence with the session facilitator, and file of e-mail correspondence
- Relevant library of online resources and academically appropriate Web sites - organized for safe-access and ease of use by the student; resources and Web sites selected for inclusion by the Offeror must have a high degree of alignment to Virginia Standards of Learning and enhance the student's learning experience.
- Learner's relevant library resource bookmark file, and bookmark file of Web sites
- The local facilitator will have the option for providing one-to-one online assistance to a student individually via the online whiteboard and by sharing desktop applications in an interactive mode.

As a learner goes through his/her individual academic pathway based on individual learning needs, the student will be able to easily access discreet pieces of academic information as needed and as related to a specific lesson/s. To accomplish this, the Offeror must organize content into learning object units. Metadata tags may be used for filing and retrieval of learning objects in a repository. Accessibility and reusability qualities of the web-based learning objects must be based on SCORM standards. Learning objects will be accessible, interoperable, and sharable across standards-compliant systems.

The program will integrate assessment applications with academic learning pathway selection applications to allow seamless launching of unit pre- and post assignments. Assignments will lead the learner on a specified pathway of academic learning objects. Learning objects will be multi-layered (fundamental, intermediate, and advanced). This will provide the learner with access to the appropriate level of academic content information, related activities, and related references and Web resources.

Administrative options will allow content facilitators access to both collaborative and individual authoring areas of the program. Content facilitators may collaboratively or individually develop additional learning assignments for students as needed. Content facilitators will have ready access to lesson/assignment authoring tools and instructional assets (a searchable library of content appropriate graphics and multimedia within the program) and ready access to Web resources such as the MarcoPolo site. The content facilitator to further individualize instruction for each learner can use these elements. Content administrators will have access to the facilitator-developed lessons for critiquing, approval, and posting into the system. Content administrator will have access to remote learning

object repositories, outside of the program. Content from remote learning object repositories may be imported and incorporated into lessons for use by learners.

Access to technical assistance is available from the Offeror. A qualified technical specialist must be available 24/7 via online e-mail and/or a toll-free telephone will provide technical assistance. 100% of all issues will be logged and tracked in a database. There must be 100% follow-up on each work order closed. All user issues must be resolved within a maximum of five clock hours (as opposed to school day or business office hours). If an issue cannot be resolved over the telephone or via e-mail, it will be promptly referred to Offeror management for a decision regarding resolution of the issue. Local clients will complete a survey regarding quality of service received. Offeror must receive a score of 9.6 points out of 10 points on the survey. Local clients will have access to survey results for all local technical assistance requests and completions.

Access to content assistance will be available 24/7 via e-mail. The Offeror will provide highly qualified and experienced teachers for content assistance to learners and local content facilitators. Learners and local content facilitators will receive a response within one hour after requesting assistance between the hours of 6 A.M. and 11 P.M. Requests for assistance posted after 11 P.M. will be answered by 9 A.M. EST the following day.

Access to technical and content assistance for students with special needs will be provided. Request for special needs assistance issues will be handled in a prompt manner appropriate for the degree of complexity of the request.

Local content facilitators will have access to both onsite and online professional and development training in the best current practices for facilitation of an online tutorial system for students. The appropriate training will be sponsored by the Offeror and conducted by qualified and experienced educators, and each with online education and professional development experience. Local content facilitators will complete a survey regarding the quality of facilitator training. In addition, local content facilitators and local administrators will be surveyed twice-yearly regarding program operations and services. Offeror must receive a score of 9 points out of 10 points on the surveys. Local clients will have access to survey results for all local content facilitators and administrators surveyed.

Assessment

Assessment components of this program are critically important for student and program success. Several key components are requirements, including:

All assessments shall be vendor developed and aligned to the Virginia Standards of Learning Geometry Blueprint. Assessment questions shall be grouped according to reporting categories listed on the Virginia Standards of Learning Geometry Blueprint.

Students who successfully complete the Tutorial as measured by achievement of a minimum score of the Tutorial's assessment should be able to pass the Virginia Standards of Learning Geometry assessment.

An individual student education plan shall be immediately available based on student performance on the Tutorial initial assessment.

Lessons shall be categorized in "unit" format with units corresponding to each reporting category of the Virginia Standards of Learning Geometry Blueprint.

Unit pre- and post-tests shall reinforce lessons and assess student progress within each unit.

Lessons and resources shall be periodically updated and modified based on aggregate student assessment results.

Student mastery of subject matter must be initially assessed as students commence participation in the Tutorial. This assessment will identify strengths and weaknesses in student knowledge of all components of the Geometry Standards of Learning. Students should not be required to engage in lessons that they have already demonstrated

mastery; rather, Tutorial lessons should target only those areas where students need remediation. Offeror must design the initial assessment to guide students to lessons that address student weakness.

Once an individual lesson plan has been identified, students will be guided through lessons within reporting category units. Each unit shall include two assessments, identified as “unit pre- and post-tests.” The unit pre- and post-tests must provide subject matter reinforcement and assessment for each student. Unsatisfactory student performance on unit post-tests should result in additional lessons for that student.

The Tutorial must be regularly reviewed to ensure all components support effective instruction for the subject. Should student final assessment results, in the aggregate, indicate a general failure for students to master one or more standards, lessons for such standards must be updated and revised to improve student achievement.

It is a requirement of this section that all Tutorial assessments (initial, unit pre- and post- tests) shall be developed by the vendor. The Virginia Department of Education, for this RFP response and subsequent contract only, grants permission for Offerors to use Virginia Standards of Learning released test questions in development of Tutorial assessments, with the exception of copyrighted material, which may be contained within some questions. Offerors must secure copyright permission from each copyright holder. Should Offerors choose to incorporate copyrighted passages, proof of copyright permission must be included with the response.

Value-Added Components

The VDOE wishes to consider other components available from the Offeror as cost options to be considered at a later time, however the priority components must be architected such that the value-added components may be added without a re-design of the core system. These components may include, but are not limited to:

Administration of tests for diagnostic purposes
Other features to be specified by the Offeror

These additional components will not be factored into the Scoring of the Cost.

Cost Requirements

VDOE requires that the Offeror clearly identify all costs that are included in this proposal. The costs must be broken out into meaningful categories to include:

- Lesson Costs – the cost, if applicable, to develop online lessons and resources and individualized online lessons.
- Access Costs – the cost to host and access online remediation. Per student costs should be listed on volume basis: Less than 5,000 students; 5,000 – 10,000 and over 10,000 students or other, supplied by Offeror.
- Change Order Pricing – the cost to the agency to modify the scope of work. The Offeror must provide a standard rate (cost per hour, cost per week) and any other specialized rates that will be used to calculate the costs associated with a change order.
- Annual Maintenance – costs to maintain the customized system after acceptance, to include system upgrades, enhancements, and facilitator training
- Value-Added Cost Options – the Offeror’s cost for each value-added component. VDOE may exercise all cost options as a whole or in part. This is to be priced separately and will not be included in the Scoring of the Cost.

Costs must be all-inclusive, to include training, project management, vendor travel and other incidental costs. A minimum of 10 hands-on training sessions must be included in the Annual Maintenance category. Annual Maintenance charges may include baseline overhead charges for Tutorial hosting. VDOE recognizes potential Offeror’s may have previously developed online lessons and/or assessments for Geometry. To the extent Offerors have developed online lessons or assessments, aligned with the Geometry Blueprint, Offerors may reduce line item costs for lesson and assessment development.

Value-Added Cost Options may include optional charges for items such as administration of assessments for diagnostic purposes.

For the purpose of evaluation scoring, the Value-Added Cost Options component will not be factored into the final offer price. The price factor will only include those items specifically requested in this RFP.

Offerors are asked to complete Attachment B.

Corporation Requirements

Offerors must have experience in implementing successful online education on a large scale. In addition, VDOE requires that an Offeror be able to provide superior customer service throughout the duration of the project. The Offeror must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. Factors taken into consideration include the Offeror's:

- Financial Stability
- Experience with managing, developing, and deploying online education
- History of customer satisfaction, particularly in the area of responsiveness
- Availability of personnel with the required skills and experience
- Methodologies and tools used to plan, manage, design, develop, and implement the proposed Virginia solution
- Experience in developing test items

References: Include at least three and provide a contact name, phone number and email address.

VDOE wishes to approve the Offeror's project manager.

Project Management

The Commonwealth of Virginia has guidelines for managing projects that is documented here:

<http://www.vita.virginia.gov/docs/psg.cfm>

- The Offeror must manage the project in accordance with the COVA project management guidelines, producing required phase deliverables
- The Offeror must supply a Project Manager who will make weekly or as needed reports to the VDOE. The expectation is that the same person will be the project manager throughout the project
- The Offeror will provide a representative for internal VDOE and external advisory group meetings
- The Offeror must include training of local school facilitators. Local school facilitators are the point of contact for students within each school. Training must be comprehensive and include operating administrative functions and monitoring students

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

1. PROPOSAL PROCESS

Successful implementation of this initiative requires strict adherence to a predetermined schedule. Throughout the RFP process, the VDOE will follow the schedule presented below. Each Offeror must perform all applicable events and provide all applicable documents on or before each of the stated due dates, or shall be subject to disqualification. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal and a demonstration of their proposed solution to the VDOE.

Event	Responsible Party	Day	Due Date*
RFP Published	VDOE	Friday	03/10/2006
Preproposal Conference	VDOE	Tuesday	03/23/2006
Proposals Due by 2:00 pm EST	Offerors	Thursday	04/04/2006
Notice of Presentations	VDOE	-	TBA
Oral Presentations/Demonstrations	Offerors	-	TBA
Negotiations	VDOE and Offerors	-	TBA
Best and Final Offers (BAFO)	Offerors	-	TBA
Notice of <i>Intent to Award</i> Posted	VDOE	Thursday	05/05/2006

****VDOE reserves the right to revise the above schedule***

2. GENERAL INSTRUCTIONS

A. RFP RESPONSES

To be considered for selection, Offerors must submit a complete sealed response package to this RFP that includes:

- a) One original printed copy
- b) Five additional printed copies
- c) One soft (electronic) copy of the Offeror's response in Microsoft Word 97 or Microsoft 2000 format
- d) One original printed copy from which all proprietary material has been removed. Such copy shall be certified in writing by the Offeror as free of proprietary material as outlined in Section IV, Part 2.B., Paragraph f) below. Note, this copy is subject to public disclosure in accordance with the Virginia Freedom of Information Act.

B. PROPOSAL PREPARATION:

- a) Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c) Proposals should be organized in the manner described below under Specific Instructions. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d) As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f) Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. ORAL PRESENTATION

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

D. INNOVATION IN THE RFP

The Virginia DOE is seeking solutions that fulfill the specific technological and functional needs outlined in this document. However, Offerors are encouraged to provide explanations of system capabilities that exceed the requirements stipulated within this RFP.

3. SPECIFIC INSTRUCTIONS

Offerors are required to submit the following items as a complete proposal. Information shall be placed and sequentially ordered behind the designated tabs. If information is requested behind one tab that has been addressed in another area, Offerors may refer to the location of the information rather than repeating the information. (See specific criteria for information related to each tab).

✓ Tab 1	Cover Sheet and Addenda: Fill out and sign the RFP Cover Sheet and Addenda Acknowledgments (if any Addenda were released), and place them behind Tab 1.
✓ Tab 2	Executive Overview:

	<ol style="list-style-type: none"> 1. Executive Summary: Provide a brief overview (2 pages or less) clarifying your firm's understanding of the goals and objectives of this RFP and why you feel your firm and your proposal would be the "best fit" for the VDOE. 2. Contact Person(s): Provide name, title, organization, address, telephone number, fax number and e-mail address for the following person(s): <ol style="list-style-type: none"> a. Contact person(s) who are responsible for coordinating the Offeror's response to this RFP. b. Persons who are authorized to act on behalf of the Offeror and bind the Offeror to all commitments made in the proposal and subsequent negotiations. 3. "Attachment C – Proprietary/Confidential Information Summary Form" - Complete this form to identify all proprietary information and its location within the proposal as applicable. Do not include a general proprietary / confidential statement at the beginning of the proposal applicable to the entire proposal and do not include such statements on every page of the proposal. (Place completed form as the last item behind Tab 2.)
✓ Tab 3	Lessons
✓ Tab 4	Access
✓ Tab 5	Assessment
✓ Tab 6	Value Added Components
✓ Tab 7	Cost
✓ Tab 8	Corporate Requirements
✓ Tab 9	References: Include at least three and provide a contact name, phone number and email address.
✓ Tab 10	Project management
✓ Tab 11	Response to Federal Regulations for: Disclosure of Lobbying Activities and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Both Forms are attached.
✓ Tab 12	SWAM Utilization – Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of this solicitation. (Complete Attachment A)
✓ Tab 13	<p>Terms and Conditions:</p> <p>Provide Offeror's written confirmation of acceptance of the Project Reporting and Delivery Requirements stated in Section VI.</p> <p>Provide Offeror's written confirmation of acceptance of the General Terms and Conditions stated in Section VIII.</p> <p>Provide Offeror's written confirmation of acceptance of Special Terms and Conditions stated in Section IX.</p> <p>Provide Offeror's written confirmation of acceptance of Technology Terms and Conditions stated in Section X</p> <p>Proposed exceptions or additions to the Terms and Conditions should be clearly stated. (Offeror's proposed terms and conditions do not constitute acceptance by the Commonwealth.) Proposed exceptions and additions to the Terms and Conditions that conflict with the Commonwealth's Terms and Conditions may result in rejection of your proposal. (See the Special Terms and Conditions section IX, Item 13, <u>GUIDELINES FOR OFFEROR'S TERMS AND CONDITIONS REQUESTED FOR INCLUSION</u>, for guidance).</p>
✓ Tab 14	<p>Pricing Schedule</p> <p>Provide a proposed pricing schedule for invoicing work completed based on this proposal in accordance with the guidelines provided in Attachment B – Cost Requirements.</p>
✓ Tab 15	<p>Additional Information:</p> <p>Place any additional information that you wish to present that is pertinent to the RFP but that does not fall within any of the requirements of the RFP.</p>

V. EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA

Proposals will be evaluated by the Commonwealth using the following criteria:

Criterion	Points
LESSONS	20
ACCESS	15
ASSESSMENT	10
PROJECT MANAGEMENT	10
COST	15
CORPORATION	5
SMALL, WOMEN-OWNED AND MINORITY	15
VALUE ADDED COMPONENTS	10

LESSONS [20 Points]

Evaluation will be based upon the following critical success criteria: lessons that have a high degree of alignment with the Virginia Standards of Learning; content of program offerings that is appropriate to the applicable Standards of Learning; content successfully targets designated grade levels and subject areas; lessons that provide a wide variety and breadth of resources for students of varying abilities.

ACCESS [15 Points]

Evaluation will be based upon the following critical success criteria: vendor hosted solution that is reliable, robust and easily accessible by users; maximized use of technology as an instructional tool to accommodate student learning needs; timely access to administrative functions such as course content, management, data collection, program academic guidance and technical support; amount and type of academic and technical support provided for students, teachers, and other users; compliance with state and federal laws and statutes that protect the confidentiality of student and staff information; project management plan that is comprehensive and appropriate to the scope of the project; training of local school facilitators that is comprehensive and includes operating administrative functions and monitoring students.

ASSESSMENT [10 points]

Evaluation will be based upon the following critical success criteria: assessments that correlate to the Standards of Learning Blueprint reporting categories; test formats that are modeled on the structure of Standard of Learning released assessments; online lessons that match student academic needs, as identified on an initial assessment; pre- and post tests that are utilized throughout the program to adjust and reinforce content lessons; final assessment that verifies student mastery of Virginia Standards of Learning content; ongoing programmatic adjustment in response to aggregate student academic progress; and percentage of students successfully passing the appropriate Virginia Standards of Learning assessment upon completion of tutorial program.

PROJECT MANAGEMENT [10 points]

Evaluation will be based on the Offeror's project management plan and verification of use of COVA project management guidelines.

COST [15 Points]

VDOE requires that the Offeror clearly identify all costs that are included in this proposal, broken out into meaningful categories. Please refer to Section III for the specific requirements. Offerors are asked to complete Attachment B.

CORPORATION [15 Points]

Offerors must have experience in implementing online education for state education agencies and a successful record of accomplishing large-scale projects. In addition, VDOE requires that an Offeror be able to provide superior customer service throughout the duration of the project. The Offeror must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. Please refer to Section III for the specific requirements.

SWAM [15 Points]

Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of this solicitation. (Complete Attachment A).

NOTE: A DMBE certified women-owned or minority-owned business who serves as a prime vendor will receive full credit for SWAM utilization. Small businesses and all other businesses will receive credit based on their SWAM utilization plan(s).

OFFEROR VALUE ADDED RESPONSES [10 Points]

Within the Functionality Requirements, VDOE has encouraged Offerors to propose value-added components as cost options to be considered at a later time. Please refer to Section III.

AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price of the test for candidates, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted the Offeror(s) may be asked to submit, in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be re-scored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO. However, if a BAFO is not requested the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. PROJECT REPORTING AND DELIVERY REQUIREMENTS

- Paper and electronic copies must be available.
- After award, the VDOE Project Manager will administer the resulting contract.
- The Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the VDOE's Project Manager, or designee, upon request and as stipulated below.

PROGRESS REPORTS

The Contractor shall provide bi-weekly written progress reports to the VDOE's Project Manager. Said progress reports shall include the following information for the relevant two-week period: (a) Major Accomplishments, (b) Objectives for Next Two Weeks; and (c) Problems/Issues (and recommended action). Reports should reflect progress in relation to the Project Plan and Schedule.

COMPLETION REPORT

The Contractor shall provide a final project completion report to the VDOE Project Manager within two weeks of system acceptance.

SWAM REPORTS

The Contractor who is awarded a contract in which provision of a SWAM Procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence of compliance with the procurement plan.

The Contractor shall provide to the agency documentation that the contractor has utilized SWAM in accordance with its SWAM utilization plan. Documentation shall be provided monthly and before request for final payment). The final invoice shall be submitted, along with the SWAM REPORT to:

Virginia Department of Education
Attn: Director of Procurement

VII. PROJECT SCHEDULE

VDOE envisions the project to commence upon signing of the contract award. At that time, the selected vendor will be expected to develop a detailed project plan with input from VDOE.

Event	DUE DATES
Award of Contract	April 2006
Full Implementation Begins	October 2006
Project Completion	May 2007
Begin Ongoing Maintenance	May 2007

EVENT	VENDOR DELIVERABLES	DUE DATES
Meeting with VDOE for Project Planning	- Identification of Vendor Project Manager and VDOE Contact Team - Detailed Project Plan	- 1 week after award - Provided to VDOE 2 Weeks after Award
VOTP System Product Review and Status Report to VDOE	- Meeting with VDOE Contact Team and presentation of Status Report	- 3 weeks After Award
Project Management Implementation Report	- VDOE Comments and Suggestions Received - Finalized Report to VDOE including additional comments and suggestions	- 5 weeks After Award

VIII. OPTIONAL PREPROPOSAL CONFERENCE

An optional preproposal conference will be held on March 23, 2006 at 2:00 PM at the Monroe Building, 101 North 14th Street, Richmond, Virginia in the Wilson Meeting Room on the 20th floor. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their (proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
6. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
9. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
10. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is

deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
12. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any (proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
13. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The

contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
18. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
 20. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the

contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the proposal being rejected.
 - a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
 - b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

IX. SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Virginia Department of Education will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder	Due Date	Time
	RFP No. DOE 2006-05	
Street or Box Number	IFB No. / RFP No.	
	Geometry Tutorial	
City, State, Zip Code	IFB/RFP Title.	

Name of Contract/Purchase Officer or Buyer: Timothy W. Moore

- The envelope must be addressed as directed on the cover sheet of the solicitation.
 - Proposals may be hand delivered to the designated office location of the agency issuing the solicitation.
 - No other correspondence or other proposals should be placed in the envelope.
7. **LIMITATION OF LIABILITY:** A. To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for an indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
 8. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
 9. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other

Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

11. SPECIAL PROJECT ASSIGNMENTS – TASK BASED: As the potential special projects will be unknown at the time of award for which the VDOE may desire assistance from the contractor, the special projects will be “task based.” Therefore for this portion only of the contract, costs will be “time and material.” The agency will provide a tentative scope of work to the contractor for the task to be assigned. Based on the task described and through further discussions as necessary, the contractor shall furnish the agency a binding written proposal to perform the task including a Not-To-Exceed total price for the task to include all labor costs based on the rates identified within the resulting contract, and other costs to accomplish the task. The labor costs must be based on the labor category (ies) and established hourly rates specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to not be fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. The VDOE reserves the right to procure the special projects or portions thereof from other sources as determined to be in the best interest of the Commonwealth. Once a task proposal is accepted by the VDOE, an order will be issued for the task to the contractor, as the authority to proceed with the work, which will incorporate the contractor’s estimate and the terms and conditions of the contract.

12. GUIDELINES FOR OFFEROR’S TERMS AND CONDITIONS REQUESTED FOR INCLUSION: In consideration of licenses, and/or additional terms and conditions requested for inclusion in the potential contract, Offeror should review and take into consideration the following list of inclusions/exceptions, which have determined to be unacceptable and are provided as clarification. Also, for clarification, a license or additional terms and conditions shall not be considered the entire agreement, but will be considered for an attachment or inclusion to the Commonwealth's contract, which is the RFP, the original proposal, all modifications to the RFP, and all modifications to the proposal. All licenses and/or additional terms and conditions for inclusion are considered part of your proposal - not all. The following are unacceptable:

- a. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the Contractor's benefit;
- b. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
- c. Requiring or stating that the terms of the attached Contractor’s form agreement shall prevail over the terms of this addendum in the event of conflict;
- d. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
- e. Imposing interest charges contrary to that specified by the Code of Virginia, 11-62.1 through 11-62.11, Prompt Payment;
- f. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
- g. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;

- h. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
- i. Delaying the acceptance of this contract or its effective date beyond the date of execution;
- j. Limiting or adding to the time period within which claims can be made or actions can be brought;
- k. Limiting the liability of the Contractor for property damage or personal injury;
- l. Permitting unilateral modification of this contract by the Contractor;
- m. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- n. Obligating the Commonwealth to pay costs of collection or attorney's fees;
- o. Granting the Contractor a security interest in property of the Commonwealth.

X. TECHNOLOGY TERMS AND CONDITIONS

1. **CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 11-52 D of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
2. **CONFIDENTIALITY (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, shall be in summary, statistical, or other form which does not identify particular individuals.
3. **DEMONSTRATIONS:** By submitting a proposal, the Offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require Offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that an Offeror's products shall perform in a completely satisfactory manner and that they shall meet or exceed the performance specifications contained in the solicitation. Failure by an Offeror to promptly comply with a request for demonstration may result in their offer being rejected.
4. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
5. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts.

Non-visual access technology shall be integrated into any networks used to share communications among employees, program participants or the public.

The technology for non-visual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with non-visual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

XI. METHOD OF PAYMENT

The Commonwealth shall make payments, within thirty (30) days of receipt of complete and accurate invoices, and in accordance with the pricing schedule agreed to as part of the award of this contract. Invoices must be submitted in accordance with the contract to:

Virginia Department of Education
Attn: Accounts Payable
PO Box 2120
Richmond, VA 23218-2120

ATTACHMENT A

SWAM (Small, Women and Minority-owned Businesses) Utilization Plan

Offeror Name: _____ Preparer Name: _____ Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____
No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____
No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____
No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. **For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.**

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

1. Plans for utilization of SWAM Businesses					
SWAM Business Name & Address	SWAM Status: Small (S), Women (W), Minority (M) & DMBE Certif. # & Date	Contact Person, Tele. & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

ATTACHMENT B COST REQUIREMENTS

Lesson Costs

At a minimum, cost line items must be provided for each type of lesson criteria that is proposed as part of the solution and made available from the Offeror. It is assumed that System Hardware documentation is included and accounted for within the listed System Hardware prices.

<i>Lesson Criteria</i> (List each component below)	Unit Price (P)	Quantity (Q)	Cost (P x Q)
TOTAL LESSON COSTS			

Access Costs

At a minimum, cost line items must be provided for each Access criteria that is proposed as part of the solutions and made available by the Offeror.

<i>Access Costs</i>	Unit Price (P)	Quantity (Q)	Cost (P x Q)
Less than 5,000 Students			
5,000 to 10,000 Students			
Over 10,000 Students			
TOTAL ACCESS COSTS (For evaluation purposed, this will be based on 7,500 Students)			

Assessment Costs

At a minimum, cost line items must be provided for each Assessment criteria that is proposed as part of the solutions and made available by the Offeror.

<i>Assessment Costs</i>	Unit Price (P)	Quantity (Q)	Cost (P x Q)
TOTAL ASSESSMENT COSTS			

Change Order Pricing

A Change Order refers to a request by the Agency, prior to system acceptance, to modify the scope of work set forth by the contract. Offeror shall provide a standard rate (i.e., price per time unit) and any other specialized rates that will be used to calculate the costs associated with any such change orders.

<i>Change Order Pricing</i>	Rate (price per time unit)
TOTAL CHANGE ORDER PRICING	

Annual Maintenance

<i>Maintenance Support Level</i> (List each Level Below)	Rate (i.e., price per time unit)	Projected Annual Usage	Projected Annual Cost (Rate x Usage)
TOTAL ANNUAL MAINTENANCE			

Value-Added Component Costs

<i>Value-Added Component</i> (please complete one row for each value-added component proposed)	Unit Price (P)	Quantity (Q)	Cost (P x Q)
TOTAL VALUE-ADDED COSTS			

Other Costs

<i>Other Costs</i> (Please identify all other initial costs not captured in the tables above)	Unit Price (P)	Quantity (Q)	Cost (P x Q)
TOTAL OTHER COSTS			

Cost Summary

Summary Category	Costs
Lesson Cost	
Access Cost	
Assessment Cost	
Value-Added Cost	
Total Other Costs	
Annual Maintenance	
GRAND TOTAL	

NOTE: The VA DOE may elect to eliminate line items, elements, and/or functionality of these proposed costs and services as desired.

PROPOSED PRICING SCHEDULE

MILESTONE	Scheduled Date	Payment %

ATTACHMENT C
Proprietary/Confidential Information Summary Form
(Please place the completed form as the last item behind Tab 2 of your response.)

SECTION/TITLE	PAGE NUMBER(S)	REASON (S) FOR WITHHOLDING FROM DISCLOSURE

Federal Regulations for: Disclosure of Lobbying Activities and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
(Please complete these forms and place them behind Tab 12 of your proposal.)

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (Z) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AID61049 (1192)

FSMC Guidance for SFAs - June 1995
Debarment/Suspension

CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Subgrants, Cooperative Agreements, and
Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

FSMC Guidance for SFAs - June 1995
Lobbying Certification

DISCLOSURE OF LOBBYIN LOBBYING ACTIVITIES

Approved by OMB
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter ____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value: _____					
14. Brief Description Of Services Performed Or To Be Performed And Date(S) Of Service, Including Officer(S), Employer(S), Or Member(S) Contacted, For Payment Indicated In Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard form - LLL		

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Lobbying Certification